Siteimprove, Inc
5600 West 83rd Street
Suite 400
Bloomington Minnesota 55437
United States

Order Form for Bay Area Air Quality
Management District
Offer Valid Through: 10/29/2021
Proposed by: George Anthony Burr
Quote Number: Q-69087.1

ORDER FORM

Address Information

Bill To:
Bay Area Air Quality Management District
375 Beale Street, Suite 600
San Francisco California 94105
United States

Ship To:
Bay Area Air Quality Management District
375 Beale Street, Suite 600
San Francisco California 94105
United States

Contact Name:
Email Address:

Phone:

Term & Payment Details

Start Date*:   11/1/2021

Subscription Term:	36 Months	**Renewal Price Increase:**	3%
Payment Term:	Net 30 days	**Billing Frequency:**	Annual
Payment Method:	~~Bank Transfer~~ Check	**Billing Method:**	Email
Automatic Renewal:	[X]	**Invoice Date:**	11/1/2021

Included Services

Subscription Services	Limit Type	Quantity*
Quality Assurance & Policy	Pages	2,500
Accessibility	Pages	2,500
SEO	Pages	2,500
Response	Response Check Points	3
PDF-check of documents	PDFs	40,000
Usability	Usability Maps	50
Academy Plus	Course Users	20
Premium Success Plan	N/A	1

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When Subscription Services share the same Limit Type, the Quantity specified represents an aggregated amount, which is shared by these services.

Additional Services	Limit Type	Quantity	Product Price
Premium Implementation Plan	N/A	1	USD 0.00

Annual Subscription Fee: USD 17,070.00

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Purchase Order Information
(Customer to complete)

Is a Purchase Order (PO) required for the purchase or payment of the products on this Order Form?
[   ] **No**
[   ] **Yes**

Is PO renewal required for each invoicing term?
[   ] **No**
[   ] **Yes**

PO Number: _____

PO requests must be sent to: _____

Billing Information
(Customer to complete)

Billing Contact Name: Anja Page

Billing E-mail: kpage@baaqmd.gov

Billing References: BAAQMD Contract 2021.194

E-invoicing Information: _____

Sales Tax Information
(Customer to complete)

You may be subject to sales tax (or equivalent) unless you can provide proof of exemption. Are you exempt from sales tax?
[   ] **Yes, please attach exemption form.**
[X] **No.**

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Customer Signature

By signing below, Bay Area Air Quality Management District agrees to be bound by the terms of use for the Siteimprove Intelligence Platform ("SIP"), available at: https://siteimprove.com/en/legal/sip-terms-of-use/. In the event of any conflict between the terms of the Order Form and the SIP terms of use, the terms of the Order Form will prevail.

The Order Form must be executed and/or returned to Siteimprove before the earliest applicable access date. If not, Siteimprove may, without changing price or term length, adjust the first applicable access date.

On behalf of Customer:

Name: Jack P. Broadbent
APCO/Executive Officer

Date: 10/26/2021

DocuSigned by:

Veronica Eady

Signature D03B3B4BDCD74FD...

DocuSigned by:

Adan Schwartz

150A910F987E4D3...

Adan Schwartz

Senior Assistant Counsel

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Page 4 of 7

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PREMIUM SUCCESS PLAN

1. Scope of Services. Siteimprove provides Premium Support, education services, and training as set forth in this Premium Success Plan.

2. Customer Success Manager. Premium Success Customers are assigned a Customer Success Manager (CSM) – a solution expert who understands the Customer's business priorities and desired outcomes. The CSM quickly and effectively collaborates with technical support and other Siteimprove teams to manage the Customer's issues to resolution, offers guidance to the Customer on best practices and training needs of users, and reports progress on a regular basis. During the Initial Term and each Renewal Term, the CSM will schedule semi-annual strategy calls with Customer.

3. Education Services. Customer shall have access to Siteimprove's Academy Plus, Self-Help Resources and Training during the Initial Term and any Renewal Term.

3.1 Academy Plus. The Included Services include access to Siteimprove's Academy Plus for up to 20 users at no additional charge. Siteimprove's Academy offers courses on Accessibility, Analytics, and SEO (each a "Course"). Academy Plus includes all Courses and learning tracks, a team leaderboard, administrative capabilities, and reporting. Academy Plus can be accessed through your dashboard at http://my.siteimprove.com.

3.2 Self-Help Resources. Customers can take full advantage of Siteimprove self-help tools, available online via our Help Center (https://support.siteimprove.com/). From that page, Customers can find links to technical documentation and knowledge base articles, discuss issues with other users in our community forums, review what's new, read technical notes, and access free webinars.

3.3 Training. Customer will receive six (6) consecutive hours of training during the Initial Term and each Renewal Term with a Siteimprove employee. Unless agreed otherwise, training will be conducted over the phone or internet from Siteimprove's office. Customer and Siteimprove will cooperate in scheduling the training based on Siteimprove resource availability. Unused training hours do not rollover from one term to another.

4. Advisory Services. Customer will receive up to two (2) hours of Advisory Services with Siteimprove's domain experts during the Initial Term and each Renewal Term. Unless scheduled with the training set forth in Section 3.3 the Advisory Services will be conducted over the phone or internet from Siteimprove's office. Customer and Siteimprove will cooperate in scheduling the Advisory Services based on Siteimprove resource availability. Siteimprove has sole discretion to determine which resources to assign to Advisory Services. Advisory Services do not include any form of remediation; Customer is solely responsible for all remediation based on the results of Advisory Services. Unused Advisory Service hours do not roll over from one term to another.

5. Product Support and Training. Customers can contact Siteimprove for product support, training, and additional services by visiting our Help Center. At that location, Customers can submit a support ticket 24x7 every day of the year.

5.1 Service Levels. Siteimprove will utilize commercially reasonable efforts to promptly respond to all requests. Siteimprove aspires to review and respond to at least ninety percent (90%) of all tickets and requests within one (1) Business Days. "**Business Day**" is defined as one of the days on which Customer's regional support center is open for business (see Section 6). Besides general questions and technical issues, services covered by these tickets and requests include 4 hours of custom configuration (Event Tracking, Custom CMS Deeplinks, Custom Policies etc.)

6. Support and System Availability. Siteimprove has regional support centers servicing the Americas, EMEA and APAC. Siteimprove will maintain its systems and operations to ensure Customer has access to the Included Services ninety-nine percent (99%) of the time ("System Availability").

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[Further details on Support Availability can be found in our Help Center.](#)

7. Liabilities. Siteimprove will exercise its best efforts to meet the standards set forth in this plan. In the event of a material failure to meet the above standards in any given month, a service credit in the amount of three percent (3%) of the pro-rated annual subscription fees for the applicable month will be issued for Customer and available for future subscription fees ("Service Credit"). Siteimprove has no obligation to issue any Service Credit unless (i) Customer reports the material failure to Siteimprove immediately on becoming aware of it; and (ii) requests such Service Credit in writing within three days of the failure. In no event will a Service Credit exceed 10% of the annual subscription fee as set forth in the Agreement. The Service Credit is non-refundable upon termination of Customer's Agreement with Siteimprove. The parties acknowledge and agree that the Service Credit is intended to be Customer's sole and exclusive remedy with respect to any failure by Siteimprove under this plan.

8. Scheduled Downtime. Siteimprove will notify Customer through email alerts at least twenty-four (24) hours in advance of all scheduled outages of the included Services ("Scheduled Downtime") as long as Customer has signed up for the alerts at http://status.siteimprove.com.

9. Term. This Premium Success Plan remains in force for as long as Customer continues to pay Siteimprove for the Premium Success. Siteimprove has sole discretion to update the terms of this plan at any time. In such event, said update(s) will not result in a reduction in the level of support set forth in this plan. Any updates shall be provided to Customer in a timely fashion.

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PREMIUM IMPLEMENTATION PLAN

1. Scope of Services. Siteimprove provides set-up, configuration, data integration, and education services as set forth in this Premium Implementation Plan.

2. Implementation Team. Siteimprove will assign a Customer Success Manager, Technical Support Engineer, and Implementation Analyst to Customer to manage the Premium Implementation Plan.

3. Timeline. Scope of Services described in Section 1 and this Implementation Plan shall take approximately 2-4 weeks from the Effective Date. During this time and upon completion, the Included Services can be accessed at http://my.siteimprove.com.

4. Set-Up and Configuration. The Implementation team will work with Customer to set up and configure its account. Set-up and configuration may include the following:

- Configuration of access settings for up to 50 users and 5 groups
- 2 hours of custom configuration. Custom configuration could include but is not limited to:
    - Advanced policies
    - Dashboards and reports
    - Behavior Maps and User Journeys
    - CMS deep-link
    - Event-tracking setup
    - Internal search tracking
- Set-up of Development website crawls (subject to additional terms and conditions)
- Set-up of non-public website (excluding development sites and subject to additional terms and conditions)
- SSO configuration and access
- API Support

5. Data Integrations. Siteimprove offers a range of integration possibilities: https://siteimprove.com/en/core-platform/integrations/. The install of any integration is at the customer's discretion and it is the customer's sole responsibility to ensure that the pre-existing configuration of their applications can support the enablement of the Siteimprove integrations.

6. Education Services. Customer shall have access to Siteimprove's Academy Plus and Self-Help Resources during the Initial Term and any Renewal Term.

6.1 Academy Plus. The Included Services include access to Siteimprove's Academy Plus for up to 20 users at no additional charge. Siteimprove's Academy offers courses on Accessibility, Analytics, and SEO (each a "**Course**"). Academy Plus includes all Courses and learning tracks, a team leaderboard, administrative capabilities, and reporting. Academy Plus can be accessed through your dashboard at the URL stated above.

6.2 Self-Help Resources. Customers can take full advantage of Siteimprove self-help tools, available online via our Help Center (https://support.siteimprove.com/). From that page, Customers can find links to technical documentation and knowledge base articles, discuss issues with other users in our community forums, review what's new, read technical notes, and access free webinars.

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